

4 4

DECLARATION FOR PATENT APPLICATION



As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below), or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled: **CALCIUM BINDING RECOMBINANT ANTIBODY AGAINST PROTEIN C**

the specification of which (check one)

is attached hereto

was filed on June 10, 1994
as application Serial No. 08/259,321

and was amended on: _____
(if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, § 1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, § 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s)	Priority Claimed
<input type="text"/> (Number)	<input type="text"/> (Country) <input type="text"/> (Day/Month/Year Filed)
<input type="text"/> (Number)	<input type="text"/> (Country) <input type="text"/> (Day/Month/Year Filed)
<input type="text"/> (Number)	<input type="text"/> (Country) <input type="text"/> (Day/Month/Year Filed)

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of the application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, § 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Continuation-in-part of
USSN 07/982,832, which is a
(Application Serial No.)
Divisional of USSN 07/730,040,
which is a Continuation of
USSN 07/929,447
(Application Serial No.)

<u>November 30, 1992</u>	<u>Pending</u>
<u>(Filing Date)</u> <u>July 12, 1991</u>	<u>Status</u> <u>(patented, pending, abandoned)</u> <u>Issued USP 5,202,253</u>
<u>December 30, 1988</u>	<u>Abandoned</u>
<u>(Filing Date)</u>	<u>Status</u> <u>(patented, pending, abandoned)</u>

"Calcium Binding Recombinant Antibody Against Protein C"

By: Alireza Rezaie Charles T. Esmon

Filed: June 10, 1994

DECLARATION

As named inventor, I hereby appoint the following attorney(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

10
John S. Pratt 29,476
James L. Ewing, IV 30,630
Patrea L. Pabst 31,284
Jamie L. Greene 32,467
Cheryl K. Zalesky 33,052
Dean W. Russell 33,452
Craig R. Kaufman 34,636
Claudia R. Adkison 36,979
Charles T. Simmons 35,359
David S. Bradin P37,783

Send Correspondence to: Patrea L. Pabst, Esq.
Kilpatrick & Cody
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309-4530

Direct telephone calls to: Patrea L. Pabst (404)815-6508, or
John S. Pratt (404)815-6367

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

100
Full name of sole or first inventor Alireza Rezaie

Inventor's signature Alireza Rezaie OK

Date June 8, 1994

Residence 1216 S.E. 12th Street, Moore, Oklahoma 73160

Citizenship United States

Post Office Address Same as above

200
Full name of second joint inventor (if any) Charles T. Esmon

Inventor's signature Charles T. Esmon OK

Date June 8, 1994

Residence 5800 North Stonewall, Oklahoma City, Oklahoma 73111

Citizenship United States

Post Office Address Same as above



#5

Applicant or Patentee: Alireza Rezaie and Charles T. Esmon
Serial or Patent No.: 08/259,321
Filed or Issued: June 10, 1994
For: Attorney's
Docket No:
OMRF106CIP
**CALCIUM BINDING RECOMBINANT ANTIBODY
AGAINST PROTEIN C**

**VERIFIED STATEMENT (DECLARATION) CLAIMING SMALL ENTITY STATUS
(37 CFR 1.9(f) and 1.27(d)) - NONPROFIT ORGANIZATION**

I hereby declare that I am an official empowered to act on behalf of the nonprofit organization identified below:

NAME OF ORGANIZATION: Oklahoma Medical Research Foundation

ADDRESS OF ORGANIZATION: Oklahoma Medical Research Foundation
825 N.E. 13th
Oklahoma City, Oklahoma 73104

TYPE OF ORGANIZATION

- UNIVERSITY OR OTHER INSTITUTION OF HIGHER EDUCATION
- TAX EXEMPT UNDER INTERNAL REVENUE SERVICE CODE
(26 USC 501(a) and 501(c)(3))
- NONPROFIT SCIENTIFIC OR EDUCATIONAL UNDER STATUTE
OF STATE OF THE UNITED STATES OF AMERICA
- WOULD QUALIFY AS TAX EXEMPT UNDER INTERNAL REVENUE
SERVICE CODE (26 USC 501(a) and 501(c)(3) IF LOCATED
IN THE UNITED STATES OF AMERICA
- WOULD QUALIFY AS NONPROFIT SCIENTIFIC OR EDUCATIONAL
UNDER STATUTE OF STATE OF THE UNITED STATES OF AMERICA
IF LOCATED IN THE UNITED STATES OF AMERICA

(NAME OF STATE:)

(CITATION OF STATUTE:)

I hereby declare that the nonprofit organization identified above qualifies as a nonprofit organization as defined in 37 CFR 1.9(e) for purposes of paying reduced fees under section 41(a)

VERIFIED STATEMENT CLAIMING SMALL ENTITY STATUS

and (b) of Title 35, United States Code with regard to the invention entitled "Calcium Binding Recombinant Antibody Against Protein C" and Charles T. Esmon Alireza Rezaie described in the specification filed June 10, 1994

I hereby declare that rights under contract or law have been conveyed to and remain with the nonprofit organization with regard to the above-identified invention.

If the rights held by the nonprofit organization are not exclusive, each individual, concern or organization having rights to the invention is listed below* and no rights to the invention are held by any person, other than the inventor, who could not qualify as an independent inventor under 37 CFR 1.9(c) or by any concern which would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e).

*NOTE: Separate verified statements are required from each named person, concern or organization having rights to the invention averring to their status as small entities. (37 CFR 1.27)

NAME: _____

ADDRESS: _____

INDIVIDUAL SMALL BUSINESS CONCERN NONPROFIT ORG.

NAME: _____

ADDRESS: _____

INDIVIDUAL SMALL BUSINESS CONCERN NONPROFIT ORG.

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance

VERIFIED STATEMENT CLAIMING SMALL ENTITY STATUS

fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b))

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

NAME OF PERSON SIGNING:	William G. Thurman, M.D.
TITLE IN ORGANIZATION:	Oklahoma Medical Research Foundation
ADDRESS OF PERSON SIGNING:	825 N.E. 13th Street, Oklahoma City, OK 73104
<u>William G. Thurman, M.D.</u>	August 1, 1994
SIGNATURE	DATE

ASSIGNMENT

Assignment made June 14, 1994 by Charles T. Esmon
("Inventor") to the Howard Hughes Medical Institute, a Delaware
not-for-profit corporation (the "Institute").

Recitals

WHEREAS, Inventor is an employee of the Institute and, as a condition of his employment, has signed the Agreement appended to the Institute's Statement of Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, the Inventor has agreed (a) to assign to the Institute all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or by funds under the control of the Institute (each a "subject property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has invented Calcium Binding Recombinant Antibody Against Protein C which is described in an invention disclosure dated April 28, 1994, and which may be the subject of a patent application (the "Invention"), and the Invention is a subject property; and

WHEREAS, Inventor seeks to make a formal assignment of his interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title and interest in the Invention.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. In consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, the Inventor hereby assigns to the Institute the entire right, title, and interest in the Invention, any United States patent applications, all corresponding foreign patent applications, and any and all patents issued therefrom, all divisions and continuations based on any of the foregoing, and all claims contained in the United States and foreign continuations-in-part applications and patents which are directed to the Invention.

2. Cooperation. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable fully and completely to assign the Inventor's interests in the Invention to the Institute and to assist the Institute in applying for, obtaining, and enforcing

patents, copyrights, or other rights in the United States and in any foreign country with respect to any such Invention.

3. Parties. The terms and provisions of this Assignment shall inure to the benefit of the Institute and its successors and assigns and shall be binding on the Inventor and his heirs and successors.

4. Warranty. The Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith.

Inventor: Charles T. Eason

STATE OF OKLAHOMA

\$

COUNTY OF OKLAHOMA

\$

\$

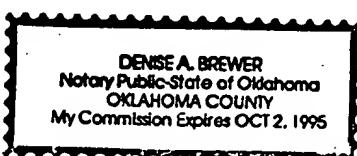
Then personally appeared before me the above-named Charles T. Eason and acknowledged that he executed the foregoing instrument as his free act and deed this 14th day of June, 1994.

Denise A. Brewer Notary Public

DENISE A. BREWER (print name)

My Commission expires 10/2/95

S E A L



7/1/1994

ASSIGNMENT

Assignment made June 14, 1994 by Alireza R. Rezaie
("Inventor") to the Howard Hughes Medical Institute, a Delaware
not-for-profit corporation (the "Institute").

Recitals

WHEREAS, Inventor is an employee of the Institute and, as a condition of his employment, has signed the Agreement appended to the Institute's Statement of Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, the Inventor has agreed (a) to assign to the Institute all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or by funds under the control of the Institute (each a "subject property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has invented Calcium Binding Recombinant Antibody Against Protein C which is described in an invention disclosure dated April 28, 1994, and which may be the subject of a patent application (the "Invention"), and the Invention is a subject property; and

WHEREAS, Inventor seeks to make a formal assignment of his interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title and interest in the Invention.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. In consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, the Inventor hereby assigns to the Institute the entire right, title, and interest in the Invention, any United States patent applications, all corresponding foreign patent applications, and any and all patents issued therefrom, all divisions and continuations based on any of the foregoing, and all claims contained in the United States and foreign continuations-in-part applications and patents which are directed to the Invention.

2. Cooperation. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable fully and completely to assign the Inventor's interests in the Invention to the Institute and to assist the Institute in applying for, obtaining, and enforcing

patents, copyrights, or other rights in the United States and in any foreign country with respect to any such Invention.

3. Parties. The terms and provisions of this Assignment shall inure to the benefit of the Institute and its successors and assigns and shall be binding on the Inventor and his heirs and successors.

4. Warranty. The Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith.

Inventor:

Alvarez R.

STATE OF OKLAHOMA

§

COUNTY OF OKLAHOMA

§

Then personally appeared before me the above-named Alvarez R.
Reggie and acknowledged that he executed the foregoing instrument as his free act and deed this 14th day of June, 1994.

Denise A. Brewer Notary Public

DENISE A. BREWER (print name)

My Commission expires 10/2/95

S E A L

